



**Best  
Friends  
Animal  
Society**

**SAVE THEM ALL<sup>®</sup>**

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## **Memorandum of Understanding**

### **BASIS**

Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets<sup>®</sup>**. Best Friends feels privileged to help save lives by working with No More Homeless Pets Network partners by providing financial assistance for specific projects. This document is to clarify in writing the roles that the organizations agree to upon receipt of this one-time financial assistance project.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has been selected to receive a one-time award of financial assistance. The funds shall be disbursed upon receipt of the signed agreement and a copy of the Recipient's IRS Form W9.

In consideration of the receipt of this award, Recipient agrees to the following terms:

### **AGREEMENT**

#### **Financial Assistance Amount and Term**

Name of Recipient Organization: Metro Animal Care and Control

EIN #: 62-0694743

One-time financial assistance in the amount of: \$5,000.00

#### **Financial Assistance Recipient Responsibilities**

##### **Specific Obligations**

Recipient agrees that funding is provided to achieve:

**\$5,000 towards adoption fees of 100 dogs for the Lagunitas sponsored Adopt a Shelter Dog promotion.**

##### **Financial Assistance Reports**

Recipient agrees to provide Best Friends with monthly progress reports outlining the use of the funds until all funds have been spent, including an itemized accounting of how funds were used, the number of cat or dogs positively impacted and examples of successes.

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**Best Friends Animal Society**  
5001 Angel Canyon Road  
Kanab, UT 84741  
bestfriends.org

Best Friends Animal Society – Los Angeles  
15321 Brand Blvd.  
Mission Hills, CA 91345  
bestfriends.org/la

Best Friends Animal Society –  
New York City  
contactnyc@bestfriends.org

Best Friends Animal Society – Utah  
2005 South 1100 East  
Salt Lake City, UT 84106  
bestfriends.org/utah

**NMHP Network Program Reporting Requirement**

Network Partner agrees that they will fulfill all reporting requirements necessary for participating in the Network Partner program including monthly reporting in Shelter Animals Count (for organizations that take in animals), and annual statistics reports as requested. Recipient understands that this overall data reporting is separate from reports relating to financial assistance projects.

**Financial Assistance Project Branding Terms and Promotion**

Recipient shall cooperate with Best Friends regarding the promotion of the funded project. All press, news, or other media releases and other forms of publicity relating to the Program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed contact at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the funded project and not to other efforts carried out by Recipient.

Recipient agrees that Best Friends may issue reports or statements to its members, the media and the public about the funded project and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

**Grant Recipient Representations and Warranties**

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an activated member of BFAS No More Homeless Pets Network;
- Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

**Financial Assistance Restrictions**

In addition to abiding by the requirement that the funds be used in furtherance of the project described in Recipient's obligations, Recipient specifically agrees that no portion of the funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

**Termination by Best Friends**

Best Friends may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

**Photo, Video, Digital and Audio**

To the extent permitted by law and upon approval of the Metropolitan Department of Health,

BFAS will be allowed to photograph, video, and audio record programs and events approved by the Recipient. BFAS may use such photographs, videos, and audio recordings as permitted by federal and Tennessee law.

#### **Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual.

#### **Proprietary Information**

Network Partner acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Network and Donation Process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this Agreement. Subject to the provisions of the Tennessee Public Records Act, Recipient acknowledges and agrees that in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Subject to the provisions of the Tennessee Public Records Act, Recipient agrees that it will not use, supply or disclose any Property Information it happens to learn of to any third party.

#### **Other**

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Recipient. Neither party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither party has authority to bind the other to any contractual or other agreements and in no event shall either party represent or hold itself out as acting on behalf of the other party hereto.

By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement.

**Recipient**

Organization: Click here to enter text.

By: Click here to enter text.

*[electronic signature of authorized representative]*

Name: Click here to enter text.

Title: Click here to enter text.

Date: Click here to enter text.

**Best Friends Animal Society**

By: *Nikki Kelley*

*[electronic signature of authorized representative]*

Name: Nikki Kelley

Title: Manager of network strategy

Date: 12/20/17

Certificate of Acknowledgement

State of Utah  
County of Kane

On 12/20/17, before me, Wendy Stanford  
(date) (notary)

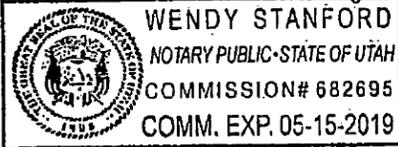
personally appeared, Nikki Kelley  
(signers)

personally known to me - OR -  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

*Wendy Stanford*  
(notary signature)

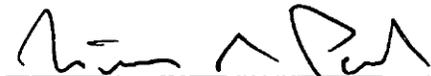
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**SIGNATURE PAGE  
FOR  
BEST FRIENDS ANIMAL SOCIETY  
LAGUNITAS SPONSORSHIP**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

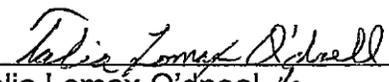
  
\_\_\_\_\_  
William S. Paul, M.D.  
Director, Metro Public Health Department

12.21.2017  
Date

  
\_\_\_\_\_  
Carol Etherington, MSN, RN, FAAN  
Chair, Board of Health

12.21.17  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

  
\_\_\_\_\_  
Talia Lomax-O'dneal  
Director, Department of Finance

\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

  
\_\_\_\_\_  
Director of Risk Management Services

1/22/18  
Date

**APPROVED AS TO FORM AND LEGALITY:**

  
\_\_\_\_\_  
Metropolitan Attorney

01/22/18  
Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date